

Exhibit A

Brent O. Hatch (5715)
bhatch@hjdllaw.com
Mark F. James (5295)
mjames@hjdllaw.com
HATCH, JAMES & DODGE, PC
10 West Broadway, Suite 400
Salt Lake City, Utah 84101
Telephone: (801) 363-6363
Facsimile: (801) 363-6666

Stuart Singer (admitted pro hac vice)
ssinger@bsflp.com
BOIES SCHILLER & FLEXNER LLP
401 East Las Olas Blvd.
Suite 1200
Fort Lauderdale, Florida 33301
Telephone: (954) 356-0011
Facsimile: (954) 356 -0022

David Boies (admitted pro hac vice)
dboies@bsflp.com
Robert Silver (admitted pro hac vice)
rsilver@bsflp.com
Edward Normand (admitted pro hac vice)
enormand@bsflp.com
Jason Cyrulnik (admitted pro hac vice)
jcyrulnik@bsflp.com
Mauricio A. Gonzalez (admitted pro hac vice)
magonzalez@bsflp.com
BOIES SCHILLER & FLEXNER LLP
333 Main Street
Armonk, New York 10504
Telephone: (914) 749-8200
Facsimile: (914) 749-8300

Counsel for The SCO Group, Inc.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH**

THE SCO GROUP, INC., Plaintiff/Counterclaim-Defendant, vs. INTERNATIONAL BUSINESS MACHINES CORPORATION, Defendant/Counterclaim-Plaintiff.	[PROPOSED] JUDGMENT DISMISSING SCO'S CLAIMS Civil No.: 2:03-CV-00294-DN Honorable David Nuffer
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Whereas plaintiff/counterclaim-defendant, The SCO Group, Inc. (n/k/a TSG Group, Inc.) (“SCO”) brought a related action in this District Court, entitled *SCO Group, Inc. v. Novell, Inc.*, Case No. 2:04-CV-129; and whereas, after the trial of that matter, Chief Judge Ted Stewart entered a final judgment ruling that Novell (1) owns the copyrights to pre-1996 UNIX source code, and (2) has the right to waive SCO’s contract claims for breach of the licensing agreements pursuant to which IBM and others licensed pre-1996 UNIX source code (the “*Novell* judgment”); and whereas SCO agrees that the *Novell* judgment forecloses certain of its claims in this case as identified below,

THEREFORE it is hereby **ORDERED, ADJUDGED, AND DECREED** that the following claims set forth in SCO’s Second Amended Complaint are dismissed with prejudice:

Breach of IBM Software Agreement (Count I)

Breach of IBM Sublicensing Agreement (Count II)

Breach of Sequent Software Agreement (Count III)

Breach of Sequent Sublicensing Agreement (Count IV)

Copyright Infringement (Count V)

Copyright Infringement (see Docket No. 398 at 4-5)

Interference with the 1995 Asset Purchase Agreement at Issue in *Novell* (Count VIII)

In addition, it is hereby **ORDERED , ADJUDGED, AND DECREED** that SCO’s Unfair Competition claim (Count VI) is dismissed with prejudice insofar as that claim is based on the allegations that Novell does not own the copyrights to pre-1996 UNIX source code and does not

have the right to waive breaches of the licensing agreements pursuant to which IBM and others licensed pre-1996 UNIX source code.

DATED this ____ day of ____, 2013.

BY THE COURT

David Nuffer
United States District Court Judge